

EXHIBIT C



LSTA PAR/NEAR PAR TRADE CONFIRMATION

To		From	
Buyer Name:	Fusion Funding Limited	Seller Name:	Lehman Commercial Paper Inc.
Contact Person:	Nathan Green	Contact Person:	Divya Verma
Phone No.:	203-956-4389	Phone No.:	212-526-7555
Fax No.:	203-956-4005	Fax No.:	646-758-3354
Email Address:	nathanr.green@ge.com	Email Address:	divverma@lehman.com

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par/Near Par Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc.® (the "LSTA") as of December 1, 2006,¹ which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration Between Loan Traders With Regard to Failed Trades" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation shall have the respective meanings ascribed thereto in the Standard Terms and Conditions.

Trade Date: 08/07/2008

Seller: Lehman Commercial Paper Inc.² as Principal³³

Buyer: Fusion Funding Limited⁴ as Principal³

Credit Agreement: CREDIT AGREEMENT, dated as of December 20, 2007 and amended and restated as of April 30, 2008, is entered into among LYONDELLBASELL INDUSTRIES AF S.C.A (f/k/a BASELL AF S.C.A.), LYONDELL CHEMICAL COMPANY (as successor by merger to BIL ACQUISITION HOLDINGS LIMITED), BASELL HOLDINGS B.V., BASELL FINANCE COMPANY B.V., and BASELL GERMANY HOLDINGS GmbH, the other Non-U.S. Borrowers party thereto from time to time, the Subsidiary Guarantors party thereto from time to time, CITIBANK, N.A., as Primary Administrative Agent, U.S. Swing Line Lender and Collateral Agent, CITIBANK INTERNATIONAL plc, as European Administrative Agent, and each lender party thereto from time to time

TSI Trade Number: 339072

Borrower: Lyondell Chemical Company, BASELL HOLDINGS B.V., BASELL FINANCE COMPANY B.V., BASELL GERMANY HOLDINGS⁵

Form Of Purchase: Assignment

**Purchase Amount/
Type of Debt:**

<u>Purchase Amount</u> ⁶	<u>Type of Debt</u> ⁷	<u>Facility</u> ⁸	<u>CUSIP Number</u>
	Term ⁷	Term Loan B-2 ⁸	

Purchase Rate:

Up-front Fee: None

Assignment Fee Paid By: Waived

Credit Documentation to be provided by Seller: No

Trade Specific Other Terms of Trade:⁹

Buyer and Seller agree that, notwithstanding the Standard Terms, the Asset is to be transferred to Buyer solely by assignment and Buyer shall have no obligation to enter into a participation agreement or other arrangement with Seller in respect of the Asset. In the event that Buyer determines, in good faith, that an assignment to Buyer is not permitted under the terms of the Credit Documents in respect of the Asset (i.e., due to Credit Agreement restrictions, failure to obtain required consents within a reasonable time period, etc.), Buyer may, in its sole discretion, notify Seller of such determination in writing and the obligation of Buyer to purchase, and of Seller to sell, the Asset shall, upon delivery of such notice, automatically terminate and this Confirmation shall be terminated and of no further force and effect in respect of such Asset.

Buyer and Seller agree that the provisions of Section 6 (and the payment of any Delayed Compensation) and Sections 16-19 of the Standard Terms shall not apply to this Transaction.

Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of **Divya Verma** at the following fax number(s): **646-758-3354** or email address(es): **divverma@lehman.com**

If you have any questions, please contact **Divya Verma at 212-526-7555**.

SELLER

Lehman Commercial Paper Inc.

By: (Electronic Signature on file)




Name: Cindy Eng
Title: Authorized Signatory

BUYER

Fusion Funding Limited
GE Corporate Financial Services Inc., as Servicer for Fusion Funding Limited

By: (Electronic Signature on file)



Name: Maurice Johnson
Title: Duly Authorized Signatory

-
- ¹ The Standard Terms and Conditions are available on the LSTA website at <http://www.lsta.org>.
- ² Designate specific funds, if any, and allocations within T+1 (this may be done on separate trade confirmations); identify ERISA counterparties.
- ³ If Seller or Buyer is acting as a Riskless Principal, specify this in the "Trade Specific Other Terms of Trade" section below. (See Section 14 of the Standard Terms and Conditions.) It is not necessary to identify the third party with respect to a Riskless Principal.
- ⁴ Designate specific funds, if any, and allocations within T+1 (this may be done on separate trade confirmations); identify ERISA counterparties.
- ⁵ If multiple borrowers, specify the entity that is named as the first borrower under the Credit Agreement.
- ⁶ Specify amount of Debt to be transferred or, in the case of Debt subject to further funding obligations (as in revolving credit or letter of credit facilities), specify amount of total exposure to be transferred, both funded and unfunded.
- ⁷ Specify whether the type of Debt is term, revolving, letter of credit (if stand-alone) or other.
- ⁸ Specify Credit Agreement designation of the facility (e.g., tranche). Specify multicurrency component, if any.
- ⁹ Set forth any other terms of this Transaction; include in this Section a specific reference to each term, if any, in this Confirmation (including the Standard Terms and Conditions) that has been modified in any manner whatsoever from the form of LSTA Par/Near Par Trade Confirmation and/or the LSTA Standard Terms and Conditions for Par/Near Par Trade Confirmations; if more space is needed, attach additional pages.

LSTA EFFECTIVE DECEMBER 2006

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LSTA PAR/NEAR PAR TRADE CONFIRMATION

To		From	
Buyer Name:	Fusion Funding Limited	Seller Name:	Lehman Commercial Paper Inc.
Contact Person:	Nathan Green	Contact Person:	Tina Chen
Phone No.:	203-956-4389	Phone No.:	212-526-2157
Fax No.:	203-956-4005	Fax No.:	646-346-8220
Email Address:	nathanr.green@ge.com	Email Address:	tina.chen@lehman.com

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par/Near Par Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc.® (the "LSTA") as of December 1, 2006,¹ which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration Between Loan Traders With Regard to Failed Trades" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation shall have the respective meanings ascribed thereto in the Standard Terms and Conditions.

Trade Date 08/07/2008

Seller: Lehman Commercial Paper Inc.² as Principal³³

Buyer: Fusion Funding Limited⁴ as Principal³

Credit Agreement: Third Amended and Restated Credit Agreement, dated as of November 15, 2006 (as amended, supplemented or modified from time to time, the "Credit Agreement"), among RENT-A-CENTER, INC., a Delaware corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (the "Lenders"), Union Bank of California, N.A., as documentation agent, Lehman Commercial Paper Inc., as syndication agent, and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent").

TSI Trade Number: 339073

Borrower: RENT-A-CENTER, INC.⁵

Form Of Purchase: Assignment

Purchase Amount/ Type of Debt:	Purchase Amount ⁶	Type of Debt ⁷	Facility ⁸	CUSIP Number
		Term ⁷	Tranche A Term Loan ⁸	

Purchase Rate:

Up-front Fee: None

Assignment Fee Paid By: One Fee Split

Credit Documentation to be provided by Seller: Yes (only applicable if Buyer was not a Lender on Trade Date and made its requests on or prior to Trade Date)

Trade Specific Other Terms of Trade:⁹

Buyer and Seller agree that, notwithstanding the Standard Terms, the Asset is to be transferred to Buyer solely by assignment and Buyer shall have no obligation to enter into a participation agreement or other arrangement with Seller in respect of the Asset. In the event that Buyer determines, in good faith, that an assignment to Buyer is not permitted under the terms of the Credit Documents in respect of the Asset (i.e., due to Credit Agreement restrictions, failure to obtain required consents within a reasonable time period, etc.), Buyer may, in its sole discretion, notify Seller of such determination in writing and the obligation of Buyer to purchase, and of Seller to sell, the Asset shall, upon delivery of such notice, automatically terminate and this Confirmation shall be terminated and of no further force and effect in respect of such Asset.

Buyer and Seller agree that the provisions of Section 6 (and the payment of any Delayed Compensation) and Sections 16-19 of the Standard Terms shall not apply to this Transaction.

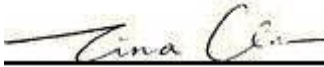
Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of **Tina Chen** at the following fax number(s): **646-346-8220** or email address(es): **tina.chen@lehman.com**

If you have any questions, please contact **Tina Chen** at **212-526-2157**.

SELLER

Lehman Commercial Paper Inc.

By: (Electronic Signature on file)



Name: Tina Chen
Title: Authorized Signatory

BUYER

Fusion Funding Limited
GE Corporate Financial Services Inc., as Servicer for Fusion Funding Limited

By: (Electronic Signature on file)



Name: Maurice Johnson
Title: Duly Authorized Signatory

-
- ¹ The Standard Terms and Conditions are available on the LSTA website at <http://www.lsta.org>.
 - ² Designate specific funds, if any, and allocations within T+1 (this may be done on separate trade confirmations); identify ERISA counterparties.
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 - ⁵ If multiple borrowers, specify the entity that is named as the first borrower under the Credit Agreement.
 - ⁶ Specify amount of Debt to be transferred or, in the case of Debt subject to further funding obligations (as in revolving credit or letter of credit facilities), specify amount of total exposure to be transferred, both funded and unfunded.
 - ⁷ Specify whether the type of Debt is term, revolving, letter of credit (if stand-alone) or other.
 - ⁸ Specify Credit Agreement designation of the facility (e.g., tranche). Specify multicurrency component, if any.
 - ⁹ Set forth any other terms of this Transaction; include in this Section a specific reference to each term, if any, in this Confirmation (including the Standard Terms and Conditions) that has been modified in any manner whatsoever from the form of LSTA Par/Near Par Trade Confirmation and/or the LSTA Standard Terms and Conditions for Par/Near Par Trade Confirmations; if more space is needed, attach additional pages.

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LSTA PAR/NEAR PAR TRADE CONFIRMATION

To		From	
Buyer Name:	Fusion Funding Limited	Seller Name:	Lehman Commercial Paper Inc.
Contact Person:	Lilian DiCiacco	Contact Person:	Divya Verma
Phone No.:	203-956-4062	Phone No.:	212-526-7555
Fax No.:	203-956-4005	Fax No.:	646-758-3354
Email Address:	lilian.diciacco@ge.com	Email Address:	divverma@lehman.com

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par/Near Par Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc.® (the "LSTA") as of December 1, 2006,¹ which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration Between Loan Traders With Regard to Failed Trades" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation shall have the respective meanings ascribed thereto in the Standard Terms and Conditions.

Trade Date: 08/07/2008

Seller: Lehman Commercial Paper Inc.² as Principal³³

Buyer: Fusion Funding Limited⁴ as Principal³

Credit Agreement: First Lien Credit Agreement, dated as of October 25, 2007, among Radio Holdings, Inc., Radio Acquisition Corp., as Initial Borrower, ARINC Incorporated, as Borrower, the several banks and other financial institutions or entities from time to time parties to the First Lien Credit Agreement as lenders, Lehman Brothers Inc., as Syndication Agent, JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, and J.P. Morgan Securities Inc. and Lehman Brothers Inc., as Joint Lead Arrangers and Joint Bookrunners.

TSI Trade Number: 339029

Borrower: ARINC Incorporated⁵

Form Of Purchase: Assignment

**Purchase Amount/
Type of Debt:**

<u>Purchase Amount</u> ⁶	<u>Type of Debt</u> ⁷	<u>Facility</u> ⁸	<u>CUSIP Number</u>
	Term ⁷	1st Lien Term Loan ⁸	

Purchase Rate:

Up-front Fee: None

Assignment Fee Paid By: Split between the Buyer and Seller

Credit Documentation to be provided by Seller: Yes (only applicable if Buyer was not a Lender on Trade Date and made its requests on or prior to Trade Date)

Trade Specific Other Terms of Trade:⁹

Buyer and Seller agree that, notwithstanding the Standard Terms, the Asset is to be transferred to Buyer solely by assignment and Buyer shall have no obligation to enter into a participation agreement or other arrangement with Seller in respect of the Asset. In the event that Buyer determines, in good faith, that an assignment to Buyer is not permitted under the terms of the Credit Documents in respect of the Asset (i.e., due to Credit Agreement restrictions, failure to obtain required consents within a reasonable time period, etc.), Buyer may, in its sole discretion, notify Seller of such determination in writing and the obligation of Buyer to purchase, and of Seller to sell, the Asset shall, upon delivery of such notice, automatically terminate and this Confirmation shall be terminated and of no further force and effect in respect of such Asset.

Buyer and Seller agree that the provisions of Section 6 (and the payment of any Delayed Compensation) and Sections 16-19 of the Standard Terms shall not apply to this Transaction.

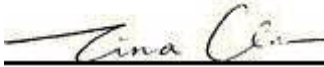
Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of **Divya Verma** at the following fax number(s): **646-758-3354** or email address(es): **divverma@lehman.com**

If you have any questions, please contact **Divya Verma** at **212-526-7555**.

SELLER

Lehman Commercial Paper Inc.

By: (Electronic Signature on file)



Name: Tina Chen
Title: Authorized Signatory

BUYER

Fusion Funding Limited
GE Corporate Financial Services Inc., as Servicer for Fusion Funding Limited

By: (Electronic Signature on file)



Name: Maurice Johnson
Title: Duly Authorized Signatory

-
- ¹ The Standard Terms and Conditions are available on the LSTA website at <http://www.lsta.org>.
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- ⁶ Specify amount of Debt to be transferred or, in the case of Debt subject to further funding obligations (as in revolving credit or letter of credit facilities), specify amount of total exposure to be transferred, both funded and unfunded.
- ⁷ Specify whether the type of Debt is term, revolving, letter of credit (if stand-alone) or other.
- ⁸ Specify Credit Agreement designation of the facility (e.g., tranche). Specify multicurrency component, if any.
- ⁹ Set forth any other terms of this Transaction; include in this Section a specific reference to each term, if any, in this Confirmation (including the Standard Terms and Conditions) that has been modified in any manner whatsoever from the form of LSTA Par/Near Par Trade Confirmation and/or the LSTA Standard Terms and Conditions for Par/Near Par Trade Confirmations; if more space is needed, attach additional pages.

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LSTA PAR/NEAR PAR TRADE CONFIRMATION

To		From	
Buyer Name:	Fusion Funding Limited	Seller Name:	Lehman Commercial Paper Inc.
Contact Person:	Lilian DiCiacco	Contact Person:	Divya Verma
Phone No.:	203-956-4062	Phone No.:	212-526-7555
Fax No.:	203-956-4005	Fax No.:	646-758-3354
Email Address:	lilian.diciacco@ge.com	Email Address:	divverma@lehman.com

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Trade Date: 08/07/2008

Seller: Lehman Commercial Paper Inc.² as Principal³³

Buyer: Fusion Funding Limited⁴ as Principal³

Credit Agreement: The Credit Agreement, dated as of June 23, 2006, by and among ArvinMeritor, Inc., an Indiana corporation (the "Company"), ArvinMeritor Finance Ireland (the "Subsidiary Borrower"), the institutions from time to time parties thereto as "Lenders", JPMorgan Chase Bank, National Association, as Administrative Agent, Citicorp North America, Inc. and UBS Loan Finance LLC, as Syndication Agents, and ABN AMRO Bank N.V., BNP Paribas and Lehman Commercial Paper Inc., as Documentation Agents (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

TSI Trade Number: 339077

Borrower: ArvinMeritor, Inc.⁵

Form Of Purchase: Assignment

Purchase Amount/ Type of Debt:	Purchase Amount ⁶	Type of Debt ⁷	Facility ⁸	CUSIP Number
		Revolving ⁷	MULTICURRENCY REVOLVER ⁸	

Purchase Rate:

Up-front Fee: None

Assignment Fee Paid By: One Fee Split

Credit Documentation to be provided by Seller: Yes (only applicable if Buyer was not a Lender on Trade Date and made its requests on or prior to Trade Date)

Trade Specific Other Terms of Trade:⁹

Buyer and Seller agree that, notwithstanding the Standard Terms, the Asset is to be transferred to Buyer solely by assignment and Buyer shall have no obligation to enter into a participation agreement or other arrangement with Seller in respect of the Asset. In the event that Buyer determines, in good faith, that an assignment to Buyer is not permitted under the terms of the Credit Documents in respect of the Asset (i.e., due to Credit Agreement restrictions, failure to obtain required consents within a reasonable time period, etc.), Buyer may, in its sole discretion, notify Seller of such determination in writing and the obligation of Buyer to purchase, and of Seller to sell, the Asset shall, upon delivery of such notice, automatically terminate and this Confirmation shall be terminated and of no further force and effect in respect of such Asset.

Buyer and Seller agree that the provisions of Section 6 (and the payment of any Delayed Compensation) and Sections 16-19 of the Standard Terms shall not apply to this Transaction.

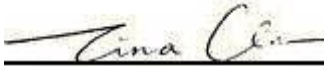
Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of **Tina Chen** at the following fax number(s): **646-346-8220** or email address(es): **tina.chen@lehman.com**

If you have any questions, please contact **Divya Verma at 212-526-7555**.

SELLER

Lehman Commercial Paper Inc.

By: (Electronic Signature on file)



Name: Tina Chen
Title: Authorized Signatory

BUYER

Fusion Funding Limited
GE Corporate Financial Services Inc., as Servicer for Fusion Funding Limited

By: (Electronic Signature on file)



Name: Maurice Johnson
Title: Duly Authorized Signatory

-
- ¹ The Standard Terms and Conditions are available on the LSTA website at <http://www.lsta.org>.
 - ² Designate specific funds, if any, and allocations within T+1 (this may be done on separate trade confirmations); identify ERISA counterparties.
 - ³ If Seller or Buyer is acting as a Riskless Principal, specify this in the "Trade Specific Other Terms of Trade" section below. (See Section 14 of the Standard Terms and Conditions.) It is not necessary to identify the third party with respect to a Riskless Principal.
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 - ⁶ Specify amount of Debt to be transferred or, in the case of Debt subject to further funding obligations (as in revolving credit or letter of credit facilities), specify amount of total exposure to be transferred, both funded and unfunded.
 - ⁷ Specify whether the type of Debt is term, revolving, letter of credit (if stand-alone) or other.
 - ⁸ Specify Credit Agreement designation of the facility (e.g., tranche). Specify multicurrency component, if any.
 - ⁹ Set forth any other terms of this Transaction; include in this Section a specific reference to each term, if any, in this Confirmation (including the Standard Terms and Conditions) that has been modified in any manner whatsoever from the form of LSTA Par/Near Par Trade Confirmation and/or the LSTA Standard Terms and Conditions for Par/Near Par Trade Confirmations; if more space is needed, attach additional pages.

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LSTA PAR/NEAR PAR TRADE CONFIRMATION

To		From	
Buyer Name:	Fusion Funding Limited	Seller Name:	Lehman Commercial Paper Inc.
Contact Person:	Jed Bosworth	Contact Person:	Divya Verma
Phone No.:	203-956-4194	Phone No.:	212-526-7555
Fax No.:	203-956-4005	Fax No.:	646-758-3354
Email Address:	jed.bosworth@ge.com	Email Address:	divverma@lehman.com

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Trade Date 08/07/2008

Seller: Lehman Commercial Paper Inc.² as Principal³³

Buyer: Fusion Funding Limited⁴ as Principal³

Credit Agreement: The Amended and Restated Revolving Credit Agreement dated as of April 3, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among BERRY PLASTICS GROUP, INC., a Delaware corporation ("Holdings"), BERRY PLASTICS HOLDING CORPORATION, a Delaware corporation (the "Company"), the SUBSIDIARY LOAN PARTIES party thereto from time to time (collectively with the Company, the "Borrowers"), the LENDERS party thereto from time to time, BANK OF AMERICA, N.A., as administrative agent and collateral agent (in such capacities, the "Administrative Agent" and "Collateral Agent" respectively) for the Lenders, GOLDMAN SACHS CREDIT PARTNERS L.P., as syndication agent (the "Syndication Agent"), and CITIGROUP GLOBAL MARKETS INC., CREDIT SUISSE SECURITIES (USA) LLC, DEUTSCHE BANK SECURITIES INC., J.P. MORGAN SECURITIES INC., and LEHMAN BROTHERS INC. as co-documentation agents (the "Documentation Agents")

TSI Trade Number: 339546

Borrower: Berry Plastics A&R ABL⁵

Form Of Purchase: Assignment

Purchase Amount/ Type of Debt:	<u>Purchase Amount</u> ⁶	<u>Type of Debt</u> ⁷	<u>Facility</u> ⁸	<u>CUSIP Number</u>
		Revolving ⁷	Revolver ⁸	

Purchase Rate:

Up-front Fee: None

Assignment Fee Paid By: Waived

Credit Documentation to be provided by Seller: Yes (only applicable if Buyer was not a Lender on Trade Date and made its requests on or prior to Trade Date)

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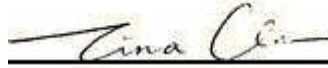
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If you have any questions, please contact **Divya Verma at 212-526-7555**.

SELLER

Lehman Commercial Paper Inc.

By: (Electronic Signature on file)



Name: Tina Chen
Title: Authorized Signatory

BUYER

Fusion Funding Limited
GE Corporate Financial Services Inc., as Servicer for Fusion
Funding Limited

By: (Electronic Signature on file)



Name: Maurice Johnson
Title:

-
- ¹ The Standard Terms and Conditions are available on the LSTA website at <http://www.lsta.org>.
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 - ⁷ Specify whether the type of Debt is term, revolving, letter of credit (if stand-alone) or other.
 - ⁸ Specify Credit Agreement designation of the facility (e.g., tranche). Specify multicurrency component, if any.
 - ⁹ Set forth any other terms of this Transaction; include in this Section a specific reference to each term, if any, in this Confirmation (including the Standard Terms and Conditions) that has been modified in any manner whatsoever from the form of LSTA Par/Near Par Trade Confirmation and/or the LSTA Standard Terms and Conditions for Par/Near Par Trade Confirmations; if more space is needed, attach additional pages.

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LSTA PAR/NEAR PAR TRADE CONFIRMATION

To		From	
Buyer Name:	Fusion Funding Limited	Seller Name:	Lehman Commercial Paper Inc.
Contact Person:	Michael Ballone	Contact Person:	Tina Chen
Phone No.:	203-956-4435	Phone No.:	212-526-2157
Fax No.:	203-956-4005	Fax No.:	646-346-8220
Email Address:	michael.ballone@ge.com	Email Address:	tina.chen@lehman.com

We are pleased to confirm the following transaction, subject to the Standard Terms and Conditions for Par/Near Par Trade Confirmations (the "Standard Terms and Conditions") published by The Loan Syndications and Trading Association, Inc.® (the "LSTA") as of December 1, 2006,¹ which Standard Terms and Conditions are incorporated herein by reference without any modification whatsoever except as otherwise agreed herein by the parties and specifically set forth in the "Trade Specific Other Terms of Trade" section below. The parties hereto agree to submit any dispute as to the reasonableness of a buy-in or sell-out price to binding arbitration in accordance with the LSTA "Rules Governing Arbitration Between Loan Traders With Regard to Failed Trades" in existence on the Trade Date, and to comply with any award or decision issued in connection with such an arbitration proceeding. Capitalized terms used and not defined in this Confirmation shall have the respective meanings ascribed thereto in the Standard Terms and Conditions.

Trade Date: 08/07/2008

Seller: Lehman Commercial Paper Inc.² as Principal³³

Buyer: Fusion Funding Limited⁴ as Principal³

Credit Agreement: Reference is made to the Credit Agreement, dated as of November 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Metavante Technologies, Inc. ("Holdings"), Metavante Corporation (the "Borrower"), the Lenders party thereto, the Documentation Agents and Syndication Agent named therein and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders (the "Administrative Agent" and together with the Documentation Agents and the Syndication Agent, the "Agents").

TSI Trade Number: 339035

Borrower: Metavante Corporation dated 11/1/07⁵

Form Of Purchase: Assignment

**Purchase Amount/
Type of Debt:**

<u>Purchase Amount</u> ⁶	<u>Type of Debt</u> ⁷	<u>Facility</u> ⁸	<u>CUSIP Number</u>
	Term ⁷	Term Loan ⁸	

Purchase Rate:

Up-front Fee: None

Assignment Fee Paid By: One Fee Split

Credit Documentation to be provided by Seller: Yes (only applicable if Buyer was not a Lender on Trade Date and made its requests on or prior to Trade Date)

Trade Specific Other Terms of Trade:⁹

Buyer and Seller agree that, notwithstanding the Standard Terms, the Asset is to be transferred to Buyer solely by assignment and Buyer shall have no obligation to enter into a participation agreement or other arrangement with Seller in respect of the Asset. In the event that Buyer determines, in good faith, that an assignment to Buyer is not permitted under the terms of the Credit Documents in respect of the Asset (i.e., due to Credit Agreement restrictions, failure to obtain required consents within a reasonable time period, etc.), Buyer may, in its sole discretion, notify Seller of such determination in writing and the obligation of Buyer to purchase, and of Seller to sell, the Asset shall, upon delivery of such notice, automatically terminate and this Confirmation shall be terminated and of no further force and effect in respect of such Asset.

Buyer and Seller agree that the provisions of Section 6 (and the payment of any Delayed Compensation) and Sections 16-19 of the Standard Terms shall not apply to this Transaction.

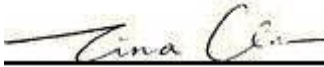
Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of **Tina Chen** at the following fax number(s): **646-346-8220** or email address(es): **tina.chen@lehman.com**

If you have any questions, please contact **Tina Chen at 212-526-2157** .

SELLER

Lehman Commercial Paper Inc.

By: (Electronic Signature on file)



Name: Tina Chen
Title: Authorized Signatory

BUYER

Fusion Funding Limited
GE Corporate Financial Services Inc., as Servicer for Fusion Funding Limited

By: (Electronic Signature on file)



Name: Maurice Johnson
Title: Duly Authorized Signatory

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- ¹ The Standard Terms and Conditions are available on the LSTA website at <http://www.lsta.org>.
- ² Designate specific funds, if any, and allocations within T+1 (this may be done on separate trade confirmations); identify ERISA counterparties.
- ³ If Seller or Buyer is acting as a Riskless Principal, specify this in the "Trade Specific Other Terms of Trade" section below. (See Section 14 of the Standard Terms and Conditions.) It is not necessary to identify the third party with respect to a Riskless Principal.
- ⁴ Designate specific funds, if any, and allocations within T+1 (this may be done on separate trade confirmations); identify ERISA counterparties.
- ⁵ If multiple borrowers, specify the entity that is named as the first borrower under the Credit Agreement.
- ⁶ Specify amount of Debt to be transferred or, in the case of Debt subject to further funding obligations (as in revolving credit or letter of credit facilities), specify amount of total exposure to be transferred, both funded and unfunded.
- ⁷ Specify whether the type of Debt is term, revolving, letter of credit (if stand-alone) or other.
- ⁸ Specify Credit Agreement designation of the facility (e.g., tranche). Specify multicurrency component, if any.
- ⁹ Set forth any other terms of this Transaction; include in this Section a specific reference to each term, if any, in this Confirmation (including the Standard Terms and Conditions) that has been modified in any manner whatsoever from the form of LSTA Par/Near Par Trade Confirmation and/or the LSTA Standard Terms and Conditions for Par/Near Par Trade Confirmations; if more space is needed, attach additional pages.

LSTA EFFECTIVE DECEMBER 2006

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LSTA PAR/NEAR PAR TRADE CONFIRMATION

To		From	
Buyer Name:	Fusion Funding Limited	Seller Name:	Lehman Commercial Paper Inc.
Contact Person:	Michael Ballone	Contact Person:	Tina Chen
Phone No.:	203-956-4435	Phone No.:	212-526-2157
Fax No.:	203-956-4005	Fax No.:	646-346-8220
Email Address:	michael.ballone@ge.com	Email Address:	tina.chen@lehman.com

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Trade Date: 07/29/2008

Seller: Lehman Commercial Paper Inc.² as Principal³³

Buyer: Fusion Funding Limited⁴ as Principal³

Credit Agreement: CREDIT AGREEMENT, dated as of October 10, 2007 among ENERGY FUTURE COMPETITIVE HOLDINGS COMPANY, a Texas corporation ("US Holdings"), TEXAS COMPETITIVE ELECTRIC HOLDINGS COMPANY LLC, a Delaware limited liability company ("TECH" or the "Borrower"), the lending institutions from time to time parties hereto (each a "lender" and, collectively, the "Lenders"), CITIBANK, N.A. as Administrative Agent, Collateral Agent, Swingline Lender, Revolving Letter of Credit Issuer and Deposit Letter of Credit Issuer, GOLDMAN SACHS CREDIT PARTNERS L.P., as Posting Agent, Posting Syndication Agent and Posting Documentation Agent, JPMORGAN CHASE BANK, N.A., as Syndication Agent and Revolving Letter of Credit Issuer, CITIGROUP GLOBAL MARKETS INC., J.P. MORGAN SECURITIES INC., GOLDMAN SACHS CREDIT PARTNERS L.P., LEHMAN BROTHERS INC., MORGAN STANLEY SENIOR FUNDING, INC. and CREDIT SUISSE SECURITIES (USA) LLC, as Joint Lead Arrangers and Bookrunners, GOLDMAN SACHS CREDIT PARTNERS L.P., as Posting Lead Arranger and Sole Bookrunner, CREDIT SUISSE, GOLDMAN SACHS CREDIT PARTNERS L.P., LEHMAN COMMERCIAL PAPER INC. and MORGAN STANLEY SENIOR FUNDING, INC., as Co-Documentation Agents, and J.ARON & COMPANY, as Posting Calculation Agent.

TSI Trade Number: 339050

Borrower: TEXAS COMPETITIVE ELECTRIC HOLDINGS COMPANY LLC -10-10-07⁵

Form Of Purchase: Assignment

Purchase Amount/ Type of Debt:	<u>Purchase Amount</u> ⁶	<u>Type of Debt</u> ⁷	<u>Facility</u> ⁸	<u>CUSIP Number</u>
		Term ⁷	Tranche B-1 Term Loan ⁸	

Purchase Rate:

Up-front Fee: None

Assignment Fee Paid By: Waived

Credit Documentation to be provided by Seller: Yes (only applicable if Buyer was not a Lender on Trade Date and made its requests on or prior to Trade Date)

Trade Specific Other Terms of Trade:⁹

Buyer and Seller agree that, notwithstanding the Standard Terms, the Asset is to be transferred to Buyer solely by assignment and Buyer shall have no obligation to enter into a participation agreement or other arrangement with Seller in respect of the Asset. In the event that Buyer determines, in good faith, that an assignment to Buyer is not permitted under the terms of the Credit Documents in respect of the Asset (i.e., due to Credit Agreement restrictions, failure to obtain required consents within a reasonable time period, etc.), Buyer may, in its sole discretion, notify Seller of such determination in writing and the obligation of Buyer to purchase, and of Seller to sell, the Asset shall, upon delivery of such notice, automatically terminate and this Confirmation shall be terminated and of no further force and effect in respect of such Asset.

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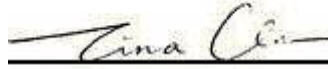
Please provide the signature of a duly authorized signatory where indicated below and return this letter to the attention of **Tina Chen** at the following fax number(s): **646-346-8220** or email address(es): **tina.chen@lehman.com**

If you have any questions, please contact **Tina Chen at 212-526-2157** .

SELLER

Lehman Commercial Paper Inc.

By: (Electronic Signature on file)



Name: Tina Chen
Title: Authorized Signatory

BUYER

Fusion Funding Limited
GE Corporate Financial Services Inc., as Servicer for Fusion Funding Limited

By: (Electronic Signature on file)



Name: Maurice Johnson
Title: Duly Authorized Signatory

-
- ¹ The Standard Terms and Conditions are available on the LSTA website at <http://www.lsta.org>.
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 - ⁶ Specify amount of Debt to be transferred or, in the case of Debt subject to further funding obligations (as in revolving credit or letter of credit facilities), specify amount of total exposure to be transferred, both funded and unfunded.
 - ⁷ Specify whether the type of Debt is term, revolving, letter of credit (if stand-alone) or other.
 - ⁸ Specify Credit Agreement designation of the facility (e.g., tranche). Specify multicurrency component, if any.
 - ⁹ Set forth any other terms of this Transaction; include in this Section a specific reference to each term, if any, in this Confirmation (including the Standard Terms and Conditions) that has been modified in any manner whatsoever from the form of LSTA Par/Near Par Trade Confirmation and/or the LSTA Standard Terms and Conditions for Par/Near Par Trade Confirmations; if more space is needed, attach additional pages.

LSTA EFFECTIVE DECEMBER 2006

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